

**AGREEMENT BETWEEN
THE KENTUCKY TRANSPORTATION CABINET
AND
LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
EAST END BRIDGE AND TUNNEL
VEHICLE AND EQUIPMENT PURCHASE AND TRAINING
\$839,086**

This **AGREEMENT** is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, party of the first part, hereinafter referred to as the "**CABINET**" and the Louisville-Jefferson County Metro Government, hereinafter referred to as the "**RECIPIENT**", on behalf of the Harrods Creek Fire Protection District, hereinafter referred to as the "**HCFPD**."

WITNESSETH:

WHEREAS, the Federal Highway Administration, hereinafter referred to as the "**FHWA**", through the **CABINET** has provided for the disbursement of funds for this community and roadway safety East End Bridge and Tunnel Vehicle and Equipment Purchase and Training project, hereinafter referred to as the "**PROJECT**", in Louisville, Kentucky; and

WHEREAS, the **RECIPIENT** has asked the **FHWA** to coordinate with the **CABINET** to authorize funds for this **PROJECT**; and

WHEREAS, the **FHWA** and **CABINET** mutually agree this is a worthwhile **PROJECT** to increase safety and is willing to reimburse the **RECIPIENT** up to \$839,086 for the vehicle and equipment purchase and employee training costs associated with this **PROJECT**.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the **CABINET** and the **RECIPIENT** hereby agree as follows:

Section 1. **Project Need.** It is understood that the **PROJECT** will address numerous safety concerns posed during the construction and subsequent to its completion on both the East End Bridge and Tunnel in the Louisville-Jefferson County Metro service area.

The plans for the **PROJECT** create a number of distinctive problems for the **HCFPD**, as well as other entities in the community, such as the Louisville-Metro Public Protection Cabinet, which will respond with **HCFPD** to provide the appropriate level of emergency response. The specific areas of concern are the construction of the tunnels, response to tunnel emergencies after construction, general construction incidents, high angle incidents relating to the bridges, highway accidents post construction and incidents on the Ohio River involving the bridge.

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The most immediate threat is the construction of the tunnels and the most pressing problem is the pilot bore, expected to begin in 2007. The risks associated with the construction of the pilot bore are the same as the final tunnels only on a smaller scale. Threats include fires during construction from methane and other gases or fires involving construction equipment; the threat of explosion from gasses or other combustibles; collapse and entrapment of construction workers and hazardous environments such as confined spaces. All of these threats are unique to tunnel construction and local emergency response agencies do not normally have the equipment and training to deal with emergencies encountered during this type of construction.

Once completed, the tunnels create a location where emergency responders must be prepared for many potential situations and incidents that could occur near or inside the tunnels. Fires in tunnels create additional risks which include a confined area in which the products of combustion created from a fire are more concentrated leading to higher temperatures and more dense smoke conditions and make escape, rescue and firefighting more difficult.

Section 2. **Project Solution.** Through specialized training and acquisition of the appropriate equipment, the **HCFPD** and other mutual aid responders will be prepared to respond to and resolve most all emergencies associated with this project. The mutual aid responders include the Louisville-Metro Public Protection Cabinet, Louisville Fire & Rescue; Jefferson County Trench / Collapse Team, Worthington FPD, the Metro Search and Rescue (MSAR) Team and the Utica FD. The **HCFPD** will be the primary response agency responding firefighting and rescue units within minutes of an incident. Mutual aid units from Worthington and other adjacent districts would be less than ten minutes with tertiary responders such as Louisville Fire & Rescue responding within a 30 minute time frame.

Section 3. **Equipment Purchase.** Much of the equipment needed to respond to tunnel emergencies associated with this project is already in place. The equipment already in place includes a cache of shoring equipment for collapse, some breaking and breaching equipment, ventilation fans and basic high angle equipment.

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The equipment that remains to be acquired is more task specific than is normally seen in equipment carried on fire apparatus and/or will complete the cache of equipment already in place. Much of this specialized rescue equipment, which is not normally carried on fire apparatus that is used for structural firefighting, will be carried on a specific heavy rescue unit that is designed and built to carry very heavy rescue equipment and provide systems such as large compressors and generators. These heavy rescue units are commonly used for specialty teams, in special rescue assignments and by departments with a higher volume of vehicle extrication needs. Heavy rescue units are built on a fire apparatus chassis and have a body installed with large amounts of compartment space that is specifically designed to carry specialized rescue equipment. There are typically large capacity generators and many scene lights to provide a safe scene and the ability to operate specialized equipment. Additionally, there are systems such as high output air compressors, air hose reels and multiple electrical cord reels. The heavy rescue unit specified for this project has these systems and will provide the capabilities needed to respond to tunnel emergencies plus construction and highway incidents

The specialized equipment necessary for this project includes personal protective equipment (PPE) that is very specific to heavy, specialized rescue and is not compatible with typical structural firefighting. The helmets, goggles, gloves, coveralls, and footwear are not used during firefighting and are task specific for specialized rescue. Other equipment needs include shoring and lifting equipment in the event of collapse; specialized breathing equipment for rescuers allowing them to operate for long periods of time, specialized tools for breaching collapse areas, heavy hydraulic tools for entrapment in machinery during construction and rescue from heavy truck incidents post construction and large hand tools for machinery disassembly.

The **HCFPD** shall retain ownership of all equipment and supplies for its service life. All equipment will be purchased in accordance with local purchasing policies and procedures. Additionally, an inventory of all equipment will be maintained for audit purposes. The Special

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Operations Division Chief of the **HCFPD** will be solely responsible for the acquisition, placement, monitoring, maintenance, and insurance of all equipment.

Section 4. **Training.** Training will be necessary for any necessary emergency response during the construction of any portion of the tunnels and after the tunnels are constructed. Training will be geared towards “training the trainer” bringing in experts in the field to the Louisville area to train a specific group of local responders to the level of instructor to allow for smaller initial class sizes and the ability to train local staff in the future, as needed. Training will consist of a number of disciplines. Those disciplines include collapse, confined space, tunnel firefighting, flooding and explosion hazard management and ventilation systems.

Training will be provided by a company made up of Urban Search and Rescue (USAR) specialist who travel the country providing training and response capabilities. Participants will be selected to participate in this specialized training to the level of instructor to provide ongoing continuing education for responders and training for new staff.

At this time, it is proposed that there will be approximately 30 individuals trained to the level of instructor. These instructors will train the remaining members of the **HCFPD**, MSAR Team, the suburban Trench / Collapse Team, the LMPD ESU and will train new hires in addition to providing ongoing training and recertification. The Jefferson County Fire Training Academy will host the training for this project and training props funded through this grant will be housed at the Academy to enhance the training experience for those attending.

Post construction response training will be provided utilizing the completed tunnel prior to opening for public use. This training will be geared towards simulated fires and accident response by **HCFPD** and mutual aid companies. The **RECIPIENT** shall be responsible to decide and obtain the level of training necessary to respond to any foreseeable emergency situation for the tunnels and **PROJECT**.

Section 5. **Project Funding.** It is expressly understood that federal funds for this **PROJECT** are being provided by the **FHWA** through the **CABINET** not to be exceeded for each part of the **PROJECT**. An anticipated budget and narrative is attached to and made part of this

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AGREEMENT (Attachments A and B). Attachment A details expenses for Tunnel Project Equipment and Attachment B is a cost breakdown for all training, equipment and vehicle costs. A summary of the total anticipated costs are as follows: equipment - \$318,536, heavy rescue unit vehicle purchase - \$420,000, and personnel training - \$142,550; for a total **PROJECT** cost of \$881,086.

The **HCFPD** agrees to contribute ten (10) percent of the purchase cost of the heavy rescue unit. Therefore, the **HCFPD** portion would amount to \$42,000 of the total equipment cost of \$738,536, making the requested equipment request total, \$696,536. The **RECIPIENT** shall be reimbursed up to \$318,536 for equipment purchases and up to \$378,000 for the heavy rescue unit vehicle purchase. All costs in excess of these amounts shall be the responsibility of the **RECIPIENT**.

The total cost for training is \$67,550 for the instruction team. This cost will cover the 80 hours of training provided to 30 students as well as any training props needed for the course. The cost to cover overtime for shift coverage is \$60,000, which is based on \$25 per hour multiplied by 80 hours for 30 students. An additional \$15,000 is being requested to assist with instructional supplies such as binders, copies, lumber, concrete, etc. The total cost for training is \$142,550 and the **RECIPIENT** shall be reimbursed up to \$142,550 for all training costs. All training costs in excess of \$142,550 shall be the responsibility of the **RECIPIENT**.

Therefore, the total cost associated with this **PROJECT** to be reimbursed to the **RECIPIENT** by **FHWA** and through the **CABINET** is \$839,086. See the attached Budget and Budget Narrative listed in Attachment B for more detailed information.

Section 6. **Work Plan.** The **RECIPIENT** shall obtain concurrence from the **CABINET's** Project Manager for any changes to the Work Plan and Budget (Attachment B). Each amended Work Plan and Budget, along with any approved changes, shall then be added to Attachment B, and shall be made part of this **AGREEMENT**.

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The **RECIPIENT** shall undertake and complete all work in accordance with the terms and conditions of this **AGREEMENT** and any applicable regulations or directives issued by the **CABINET** or the **FHWA**.

The **RECIPIENT** has agreed to accept responsibility for all administration, staffing and operation costs. The **HCFPD** will assume responsibility for housing and the maintenance of the equipment for its service life for the **PROJECT** as identified under this **AGREEMENT**.

Section 7. **Duration of Project.** It is understood that the effective date of this **AGREEMENT** shall be May 16, 2006. This **AGREEMENT** shall be further renewed until **PROJECT** completion on or before September 30, 2008, absent either party invoking Section 19. Nothing in this **AGREEMENT** should be construed to prevent the duration of the **PROJECT** from being changed by mutual agreement of the **CABINET** and the **RECIPIENT**.

Section 8. **Allowable Costs.** The **PROJECT** costs referred to in this **AGREEMENT** shall be those costs shown on Attachments A and B, or in any changes or updates to Attachments A and B with concurrence from the **CABINET's** Project Manager. The federal costs are payable quarterly by the **CABINET** upon presentation and approval of an invoice and adequate documentation, subject to the provisions of Section 17. All invoices shall be submitted to the **CABINET's** Project Manager at the following address:

Bart Bryant, Project Manager
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, KY 40622

All invoices shall be submitted within thirty (30) days after the end of the reporting period; however, in no event is the **RECIPIENT** to submit billings for work performed for less than a thirty (30) day period. All invoice amounts submitted shall be representative of and closely approximate the actual work done, and as reported in the narrative progress report.

Section 9. **Reporting and Monitoring.** The **RECIPIENT** shall maintain and comply with all reporting requirements outlined by the **CABINET** and **FHWA**. The **RECIPIENT** shall submit quarterly progress reports detailing the status of the **PROJECT** to the **CABINET** and **FHWA**. The recording and reporting of any equipment purchases shall be in accordance with generally

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accepted accounting procedures. **CABINET** concurrence must be obtained by the **RECIPIENT** prior to the awarding of any contract for equipment to be used on this **PROJECT**.

All equipment charges and vehicle purchasing receipts for the **PROJECT** shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge.

All employee training must be clearly and accurately documented by the **RECIPIENT**. Copies of certificates to verify that each employee has completed all necessary coursework for training shall be provided to the **CABINET**. If the **RECIPIENT** and **CABINET's** Project Manager agree on an alternate training verification method, all documentation shall be provided before reimbursements are made to the **RECIPIENT**.

All checks, invoices, certificates, contracts, vouchers, orders or purchasing documents pertaining in whole or in part to the **PROJECT** shall be clearly identified and readily accessible. If necessary, the **RECIPIENT** shall permit the **CABINET** and **FHWA** to conduct periodic site visits to ascertain compliance with federal and state regulations. The **RECIPIENT** shall maintain financial documents for three years after **PROJECT** completion and final payment in accordance with 49 CFR Part 18.

The **CABINET** may withhold payment of any invoice until the **RECIPIENT** submits accompanying backup information (quarterly reports, etc.) needed to justify the payment of the invoices.

Section 10. **Permits and Licenses.** The **RECIPIENT** is responsible for obtaining all permits and licenses required to initiate, to perform, and to complete all phases of the **PROJECT** in an appropriate and timely manner.

Section 11. **Equal Employment Opportunity.** In connection with the execution of this **AGREEMENT**, the **RECIPIENT** shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability: The **RECIPIENT** shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex,

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national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection of training, including apprenticeship. The **RECIPIENT** shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this **AGREEMENT**.

Section 12. **Covenant Against Contingent Fees.** The **RECIPIENT** warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this **AGREEMENT** upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the **CABINET** shall have the right to annul this **AGREEMENT** without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 13. **Americans with Disabilities Act.** The **RECIPIENT** agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable federal regulations relating hereto, issued by the U.S. Department of Transportation, prohibiting discrimination against otherwise qualified individuals under any program or activity receiving federal financial assistance covered by this **AGREEMENT** and by providing access to all facilities.

Section 14. **Applicable Laws.** This **AGREEMENT** shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration and the Commonwealth of Kentucky.

Section 15. **Hold Harmless Clause.** The **RECIPIENT** shall indemnify and hold harmless the **CABINET** and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from implementation of any phase of the **PROJECT** due to negligence.

Section 16. **Audit and Inspection.** The **RECIPIENT** shall permit the **CABINET**, the Comptroller General of the United States and Secretary of the United States Department of

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Transportation, or their authorized representatives, to inspect and approve all phases of the **PROJECT** and all relevant **PROJECT** data and records. The **RECIPIENT** shall also permit the above named persons to review any audits performed by the **RECIPIENT** or any other entity and to audit the books and accounts of the **RECIPIENT** pertaining to the **PROJECT**.

The **RECIPIENT** hereby acknowledges its duty to the **CABINET** to determine whether it is subject to the Single Audit Act of 1984, OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations." If the **RECIPIENT** is subject to this Act, the **RECIPIENT** shall provide the Cabinet with copies of any audits or reviews prepared as a result of that Act. The **RECIPIENT** hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(7), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this **AGREEMENT** for the purpose of financial audit or program. The **RECIPIENT** shall submit two (2) copies of the audit to the **CABINET** within 30 days after the audit is completed.

Section 17. **Violations**. Pursuant to KRS 45A.485, the contractor shall reveal to the Cabinet any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The **RECIPIENT** agrees to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this **AGREEMENT**. Failure to reveal a final determination of a violation of the reference statutes or to comply with these statutes for the duration of the **AGREEMENT** shall be grounds for the cancellation of the **AGREEMENT** and disqualification of the contractor from eligibility for future state contracts for a period of two (2) years.

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Section 18. **Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the **RECIPIENT** and the **CABINET** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final.

Section 19. **Agreement Change.** Any proposed change in this **AGREEMENT** shall be at the mutual consent of the **RECIPIENT** and the **CABINET** and be evidenced in writing.

Section 20. **Termination.** The **CABINET** may cancel this **AGREEMENT** at any time deemed to be in the best interest of the **CABINET** by giving 30 days written notice of such cancellation to the **RECIPIENT**. If the **AGREEMENT** is canceled under this provision, the **CABINET** shall reimburse the **RECIPIENT** according to the terms hereof for all expenses incurred under this **AGREEMENT** to the date of such cancellation. The **RECIPIENT** reserves the right to cancel this **AGREEMENT** at any time deemed to be in their best interest by giving 30 days written notice of such cancellation to the **CABINET**. If the **AGREEMENT** is canceled under this provision, the **CABINET** shall reimburse the **RECIPIENT** for all expenses incurred under this **AGREEMENT** according to the terms hereof to the date of such cancellation.

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IN WITNESS WHEREOF, we have hereunto set our hands.

EXAMINED:

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

TODD SHIPP
OFFICE OF LEGAL SERVICES

BILL NIGHBERT
SECRETARY

DATE: _____

DATE: _____

EXAMINED:

**LOUISVILLE-JEFFERSON COUNTY
METRO GOVERNMENT**

COUNTY/METRO ATTORNEY

JERRY ABRAMSON
MAYOR

DATE: _____

DATE: _____

**HARRODS CREEK FIRE
PROTECTION DISTRICT**

CHRIS APONTE
CHIEF

FRED SIMON
BOARD CHAIRMAN

DATE: _____

DATE: _____

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ATTACHMENT “A”

Tunnel Project Equipment

35 # Jet Rock Drill- Jack Hammer - \$1320.00

55# Jet Rock Drill- Jack Hammer - \$1700.00

MSA Supplied Air Cart - \$2500.00

MSA Supplied Air Respirators (4) - \$8800.00

Russ Anderson Stokes Wheel (2) - \$ 1280.00

Vent Fan Ducts- 1-20in. 1-10in. - \$1630.00

K-12 Circular Saw (2) - \$2590.00

Fire Service Chain Saw - \$ 1600.00

ParaTech 90 Pack Hammer (3) - 11805.00

Air Shoring Compliment - \$ 27,221.00

Heavy Duty Holmatro Cache - \$51,300.00

Portable Electric Holmatro Tool - \$ 9000.00

Hand Operated Holmatro Cutter - \$3900.00

Hand Operated Holmatro Spreader - \$3900.00

Portable Diesel Generator (5.5 kW) - \$2495.00

High Pressure Air Bags - \$13,500.00

Night Vision Goggles - \$4295.00

Trash Pump - \$300.00

Hand Tool Cache - \$19,400.00

Personal Protective Equipment (75 sets) - \$150,000.00

Total \$318,536.00

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ATTACHMENT “B”

BUDGET and BUDGET NARRATIVE

East End Bridge and Tunnel Project - Emergency response equipment and training.

PERSONNEL - Cost for fill in personnel during training.	\$ 60,000.00
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TRAINING SUPPLIES - Materials to create training props and other classroom materials.	\$ 15,000.00
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CONTRACTUAL - Northtree Fire cost for instruction team. Tunnel Rescue – Operations level and Technician level. Preparation of site / props.	\$ 67,550.00
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EQUIPMENT

35# Jet Rock Drill - Jack Hammer - breaching and breaking tool	\$ 1,320.00
55# Jet Rock Drill - Jack Hammer - breaching and breaking tool	\$ 1,700.00
MSA Supplied air cart - breathing air system for tunnel rescue	\$ 2,500.00
MSA Supplied air respirators (4) - breathing air system for tunnel rescue	\$ 8,800.00
Russ Anderson Stokes wheel - rescue cart for stokes bucket and tool cart	\$ 1,280.00
Vent fan ducts (1) 20 in. / (1) 10 in. - ducting for ventilation fans	\$ 1,630.00
K-12 circular saw (2) - cutting tool	\$ 2,590.00
Fire Service chain saw - cutting tool	\$ 1,600.00
ParaTech 90 pack hammer (3) - breaching and breaking tool	\$ 11,805.00
Air shore compliment - Jefferson Co. trnch / collapse team trailer	\$ 27,221.00
Heavy duty Holmatro extrication tool cache - extreme duty extrication tools for machinery / trucks	\$ 51,300.00
Portable electric Holmatro tools - extrication tools for in tunnel use	\$ 9,000.00
Hand operated Holmatro cutter - extrication tools for in tunnel use	\$ 3,900.00
Hand operated Holmatro spreader - extrication tools for in tunnel use	\$ 3,900.00
Portable diesel generator (5.5 kW) - in tunnel power system	\$ 2,495.00
High pressure lifting air bags - heavy lifting bags for debris / machines	\$ 13,500.00
Night vision goggles - low visibility operations	\$ 4,295.00
Trash pump - water removal	\$ 300.00
Hand tool cache - large disassemble hand tool cache	\$ 19,400.00
Personal protective equipment - helmet, goggles, gloves, coveralls, boots, etc. (75 sets)	<u>\$ 150,000.00</u>

EQUIPMENT TOTAL	\$ 318,536.00
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VEHICLE - Heavy rescue unit - stores / delivers specialized tools and equipment.	\$ 420,000.00
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Cost sharing by Harrods Creek FPD - 10%	(\$42,000)
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TOTAL REQUESTED AMOUNT	\$ 839,086
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